

Community Renewable Energy Agency Board Meeting Agenda

Public Notice is hereby given that the Community Renewable Energy Agency Board will assemble in a public meeting on May 1, 2023, at the Millcreek City Hall located at 3330 South 1300 East Millcreek UT, commencing at 1:00 p.m. The Board will convene in an electronic meeting. Board members may participate from remote locations. Board members will be connected to the electronic meeting by GoToMeeting, Zoom or telephonic communications. The anchor location will be Millcreek City Hall. Members of the public who are not physically present at the anchor location may attend the meeting remotely by electronic means at <https://global.gotomeeting.com/join/890138285>.

REGULAR MEETING of the Board:

1. Welcome, Introduction and Preliminary Matters

- 1.1 Purpose and overview of meeting
- 1.2 Current participation percentages included in Board packet

2. Business Matters

- 2.1 Approval of April 3, 2023 Board Meeting Minutes
- 2.2 Treasurer Report (year-to-date contributions and expenses)
- 2.3 Reports from committees (Communications, Low-Income Plan, Program Design)
- 2.4 Public Comments

Audience members may bring any item to the Board's attention. Comments are subject to the Public Comment Policy and Procedure set forth below.

- 2.5 Board officer terms and elections to be discussed at the June Board meeting
- 2.6 Board member comments
- 2.7 Closed Session (if needed): the Board may convene in a closed session to discuss items as provided by Utah Code Ann. §52-4-205

3. Adjournment

In accordance with the Americans with Disabilities Act, the Board will make reasonable accommodation for participation in the meeting. Individuals may request assistance by contacting Kurt Hansen, 801-214-2751, at least 48 hours in advance of the meeting.

Public Comment Policy and Procedure: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Board may be asked to complete a written comment form and present it to the Millcreek City Recorder. In general, the Chair will allow an individual two minutes to address the Board. At the conclusion of the citizen comment time, the Chair may direct staff or Board members to assist the citizen on the issue presented; direct the citizen to the proper entity; or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The Chair may place the item on the agenda under citizen comments; direct staff or Board members to assist the citizen; direct the citizen to the entity; or take no action.

THE UNDERSIGNED HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS EMAILED OR POSTED TO:

Millcreek City Hall

Utah Public Notice Website

<http://pmn.utah.gov>

DATE: 4/27/23

Emily Quinton

Alex Wendt

Note agenda items may be moved in order, sequence, and time to meet the needs of the Board.

This meeting will be live streamed via <https://millcreek.us/373/Meeting-Live-Stream>.

Participation Percentages

								Weighted Votes Occuring After July 31, 2022						
Signed Agreement to Secretary	Date Deemed Withdrawn	Listed Entities:	Phase 1 Initial Payments (Schedule 1, column D)	Phase 1 Anchor Payment Max (Schedule 2, column D)	Phase 2 Initial Payments (Schedule 1, column E)	Phase 2 Anchor Payment Max (Schedule 2, column G)	Aggregate Total of Actual Phase 1 Initial, Phase 2 Anchor, and Phase 2 Initial Payments	Phase 2 Anchor Proportionate Shares, based on Max Anchor Payments	Phase 2 Remaining Balance Distributed Proportionally Among Anchors (Phase 2 Anchor Payment)	Total Phase 1 and 2 Payment Obligations as of Meeting Date Above	Participation Percentage for Weighted Votes After July 31 2022	Yes vote on Resolution XX-XX Weighted Vote?	Total Yes Percentage on Resolution XX-XX	
1	7/1/2021	Grand County	2,109.37	3,110.81	2,109.37	3,110.81	\$ 6,364.78	1.49%	\$ 1,692.07	\$ 8,056.85	1.15%		0.00%	
2	10/1/2021	Salt Lake County	11,570.26		11,570.26		\$ 23,140.52	0.00%	\$ -	\$ 23,140.52	3.31%		0.00%	
3	7/1/2021	Summit County	10,759.97	15,868.33	10,759.97	15,868.33	\$ 32,466.94	7.61%	\$ 8,631.28	\$ 41,098.22	5.87%		0.00%	
4	7/1/2021	Town of Alta	218.93		218.93		\$ 437.86	0.00%	\$ -	\$ 437.86	0.06%		0.00%	
5		Bluffdale City	11,088.57		11,088.57		\$ -	0.00%	\$ -	\$ -	0.00%		0.00%	
6	7/1/2021	Town of Castle Valley	106.74	157.42	106.74	157.42	\$ 322.08	0.08%	\$ 85.63	\$ 407.71	0.06%		0.00%	
7	4/28/2022	Coalville City	562.99		562.99		\$ 1,125.98	0.00%	\$ -	\$ 1,125.98	0.16%		0.00%	
8	7/1/2021	Cottonwood Heights	10,942.10		10,942.10		\$ 21,884.20	0.00%	\$ -	\$ 21,884.20	3.13%		0.00%	
9	6/13/2022	Emigration Canyon Township	456.22		456.22		\$ 912.44	0.00%	\$ -	\$ 912.44	0.13%		0.00%	
10	8/3/2021	Francis City	421.54		421.54		\$ 843.08	0.00%	\$ -	\$ 843.08	0.12%		0.00%	
11	7/1/2021	City of Holladay	9,387.72		9,387.72		\$ 18,775.44	0.00%	\$ -	\$ 18,775.44	2.68%		0.00%	
12		Kamas City	743.49		743.49		\$ -	0.00%	\$ -	\$ -	0.00%		0.00%	
13	7/13/2021	Kearns	9,606.01		9,606.01		\$ 19,212.02	0.00%	\$ -	\$ 19,212.02	2.74%		0.00%	
14	7/1/2021	Moab City	2,237.95	3,300.43	2,237.95	3,300.43	\$ 6,752.75	1.58%	\$ 1,795.21	\$ 8,547.96	1.22%		0.00%	
15	7/1/2021	Millcreek	18,421.40	27,167.05	18,421.40	27,167.05	\$ 55,584.39	13.03%	\$ 14,777.00	\$ 70,361.39	10.05%		0.00%	
16	4/28/2022	Oakley City	520		520		\$ 1,040.00	0.00%	\$ -	\$ 1,040.00	0.15%		0.00%	
17	7/28/2021	Ogden City	35,737.26		35,737.26		\$ 71,474.52	0.00%	\$ -	\$ 71,474.52	10.21%		0.00%	
18		City of Orem	31,019.52		31,019.52		\$ -	0.00%	\$ -	\$ -	0.00%		0.00%	
19	7/13/2021	Park City	6,742.38	9,943.35	6,742.38	9,943.35	\$ 20,344.33	4.77%	\$ 5,408.50	\$ 25,752.83	3.68%		0.00%	
20	7/1/2021	Salt Lake City	101,050.33	149,024.48	101,050.33	149,024.48	\$ 304,907.42	71.45%	\$ 81,059.05	\$ 385,966.47	55.14%		0.00%	
21	7/1/2021	Town of Springdale	481.26		481.26		\$ 962.52	0.00%	\$ -	\$ 962.52	0.14%		0.00%	
22		West Jordan City	37,916.77		37,916.77		\$ -	0.00%	\$ -	\$ -	0.00%		0.00%	
23		West Valley City	47,899.22		47,899.22		\$ -	0.00%	\$ -	\$ -	0.00%		0.00%	
	7/1/2021		350,000.00	208,571.87	350,000.00	208,571.87	586,551.27	100.00%	113,448.73	\$ 700,000.00	100%		0.00%	

Community Renewable Energy Agency Board Meeting Minutes

The Community Renewable Energy Agency Board met in a regular public meeting on **Monday, April 3, 2023**, at Millcreek City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106 and participated electronically via GoToMeeting.

PRESENT:

Board Members

In person

Dan Dugan, Chair, *Salt Lake City*
Drew Quinn, *Holladay City*
Emily Quinton, *Summit County*
Christopher Thomas, *Salt Lake City*
Jeff Silvestrini, *Millcreek*

Electronic

Randy Aton, *Springdale*
Holly Smith, *Holladay*
Elissa Martin, *Grand County*
Pamela Gibson, *Castle Valley*
Chris Cawley, *Alta*
Luke Cartin, *Park City*
Kalen Jones, *Moab*
Joe Frazier, *Oakley*
Patrick Schaeffer, *Kearns Metro Township*
Suzzane Elger, *Springdale*
David Brems, *Emigration Canyon Township*
Alexi Lamm, *Moab*
Roger Armstrong, *Summit County*
Emily Paskett, *Salt Lake County*

In Person Attendees: Kurt Hansen, *Millcreek*; Alex Wendt, *Millcreek*

Electronic Attendees: Bob Davis, *Division of Public Utilities*; Brenda Salter, *Division of Public Utilities*; Sara Montoya, *Salt Lake City staff*; Eliza Cowie, *O2 Utah*; Luke Henry, *Park City staff*; Lorenzo Long, *Ogden City staff*; Janene Eller-Smith, *Ogden City Staff*; Jeanne Evenden, *Ogden Resident*; Sam Owen, *Salt Lake City staff*

Minutes by Alex Wendt, Millcreek Deputy Recorder.

REGULAR MEETING – 1:00 p.m.

TIME COMMENCED: 1:02 p.m.

- 1. Welcome, Introduction, and Preliminary Matters**
 - 1.1 Purpose and Overview of Meeting**

1.2 Current Participation Percentages included in Board Packet

2. Business Matters

2.1 Approval of March 6, 2023, Board Meeting Minutes

Board Member Silvestrini moved to approve the March 6, 2023, Board Meeting Minutes. Board Member Quinn seconded. Chair Dugan called for the vote. All Board Members voted yes. The motion passed unanimously.

2.2 Treasurer Report (Year-to-Date Contributions and Expenses)

Board Member Silvestrini explained that the Board has received \$700,000 from all communities and the only fund expenditure has been legal fees.

2.3 Reports From Committees (Program Design, Low-Income Plan, Communications)

Board Member Chris Cawley gave the update from the Communication Committee. On March 10th they discussed their consultant procurement and planned March communications activities. The Agency Board authorized use of Penna Powers through the state contract for public relations services via Resolution 23-03 in March 2023. The Communication Committee is working with Penna Powers to establish an end user agreement between the Agency and Penna Powers. Board Member Silvestrini said that Millcreek Attorney John Brems sent a draft over. Scope of work has a not-to-exceed cost of \$93,500. There will be a communications audit, press releases, pre program milestones, and content created for social media, newsletters, the website, logo, and physical collateral created. The Communication Committee has been meeting with O2 Utah, and the Utah Chapter of the Sierra Club. These organizations have shared Agency messaging on utility agreement basics. O2 Utah is communicating with city council members in key communities about program milestones, and the utility agreement. Board Member Silvestrini thanked the Communications Committee for their hard work.

Board Member Quinton gave the Low-Income Plan Committee update. In March they focused on three topics, outreach materials, outreach contact information appendix, and S.B. 288. They continue to brainstorm ideas for the Low-Income Plan outreach materials. Informational poster ideas include a minimalistic design, listing the website as a resource to learn more, listing the Rocky Mountain Power (RMP) phone numbers and other relevant phone numbers. They continue work on a master appendix with contact information for every organization identified across Low-Income Plans. This appendix will be provided to every community. Most contact information is sourced from the Utah 211 tool. Senate Bill 288 was passed in this year's legislative session; the Utility Bill Assistance Program creates utility bill assistance to be administered by the Division of Public Utilities. It authorizes bill credits for eligible low-income electricity and natural gas customers and outlines general regulatory process for a utility company to participate. The bill language does not specify that customers of the Community Renewable Energy Program will be eligible for these bill credits. The Low-Income Plan Committee will continue to design outreach materials.

Board Member Christopher Thomas gave the Program Design Committee update. They held their quarterly check-in meeting with the Utah Division of Public Utilities and

Office of Consumer Services on March 8th. Mr. Thomas gave an update on the Program Application Dashboard. Dates have been added to the dashboard to add accountability and help move items forward. Rocky Mountain Power has been reviewing the Utility Agreement since February 17th. RMP attorneys have said they expect to send the Board the next redline agreement soon. While the utility agreement is in draft form please talk to your Council and have them talk in broad outlines in open session. After language has been agreed to by the Agency and PacifiCorp, the Program Design Committee will let all Board Members know that the final version of the Utility Agreement may be presented to Councils at that point.

State law requires that communities cover the cost to mail two opt-out notices to customers in their boundaries. These are the last costs the Committee envisions communities participating in. Future costs for this should be paid through Program rates. For cities and towns budget for FY 2024. County map styling has been updated. They use a simple thick red boundary line. All non-participating jurisdictions are indicated in a thin red outline. Grey shaded areas are non-participating jurisdictions. Mr. Thomas will send an email to all Board Members asking for them to give a final review and approval of each community map. Maps will be sent to RMP for inclusion in the program application.

The Board voted to submit comments in December, to the EPA Climate Pollution Reduction Grants. A \$1 million formula planning grant is available for the Salt Lake City Metro area. This includes Salt Lake County and Toole County. Salt Lake City has volunteered to be the lead agency for the planning grant. Actions included in the priority action plan are eligible to compete for the \$4.6 billion in implementation grants, available the first quarter of 2024. Salt Lake City plans to include the Community Renewable Energy Program in the emissions inventory list and priority actions. This could provide key funding to establish and supplement the reserve fund.

Next steps include a new version of the Utility Agreement, hopefully in April. Please plan to budget for noticing costs using the updated estimates in this slide deck and provided by email. There may be a meeting with RMP and state regulators to discuss resource valuation in April or May.

2.4 Public Comments

There were no public comments.

2.5 Discussion of Potential Special Board Meetings in Late April and or Late May, to be Determined

Board Member Quinton said there could be a special board meeting in late April or May.

2.6 Board Member Comments

Board Member Quinton said that PacifiCorp submitted a new Integrated Resource Plan. There was a question if PacifiCorp was planning for the Community Renewable Energy Board. In the new document the Community Energy Board name shows up five times. Board Member Thomas said he has been following the Integrated Resource Plan document as well and he will be sharing a summary of the document in the next meeting

in May.

2.7 Closed Session (If needed): The Board may convene in a closed session to discuss items as provided by Utah Code Ann. 52-4-205

3. Adjournment

Board Member Silvestrini moved to adjourn the meeting at 1:43 p.m. Board Member Quinn seconded. Chair Dugan called for the vote. All Board Members voted yes. The motion passed unanimously.

APPROVED: _____ **Date**
Dan Dugan, Chair

ATTEST:

Emily Quinton, Secretary

DRAFT

Community Renewable Energy Agency Board

Treasurer's Report for 5/1/23 Meeting

Billing report (p. 1 of 2)

Community Renewable Energy

Billing Report

For Date Range: 09/01/2021 - 04/25/2023

CRE - CRE MEMBERSHIP

Date Billed	Name	Account Name	Amount
9/15/2021	GRAND COUNTY	Membership Fee - Phase I Initial Payment	2,109.37
9/15/2021	SUMMIT COUNTY	Membership Fee - Phase I Initial Payment	10,759.97
9/15/2021	TOWN OF ALTA	Membership Fee - Phase I Initial Payment	218.93
9/15/2021	TOWN OF CASTLE VALLEY	Membership Fee - Phase I Initial Payment	106.74
9/15/2021	COTTONWOOD HEIGHTS	Membership Fee - Phase I Initial Payment	10,942.10
9/15/2021	FRANCIS CITY	Membership Fee - Phase I Initial Payment	421.54
9/15/2021	CITY OF HOLLADAY	Membership Fee - Phase I Initial Payment	9,387.72
9/15/2021	KEARNS	Membership Fee - Phase I Initial Payment	9,606.01
9/15/2021	MOAB CITY	Membership Fee - Phase I Initial Payment	2,237.95
9/15/2021	MILLCREEK	Membership Fee - Phase I Initial Payment	18,421.40
9/15/2021	OGDEN CITY	Membership Fee - Phase I Initial Payment	35,737.26
9/15/2021	PARK CITY	Membership Fee - Phase I Initial Payment	6,742.38
9/15/2021	SALT LAKE CITY	Membership Fee - Phase I Initial Payment	101,050.33
9/15/2021	SPRINGDALE CITY	Membership Fee - Phase I Initial Payment	481.26
10/19/2021	SALT LAKE COUNTY	Membership Fee - Phase I Initial Payment	11,570.26
11/10/2021	GRAND COUNTY	Anchor Payment - Phase I	2,146.04
11/10/2021	SUMMIT COUNTY	Anchor Payment - Phase I	10,947.00
11/10/2021	TOWN OF CASTLE VALLEY	Anchor Payment - Phase I	108.60
11/10/2021	MOAB CITY	Anchor Payment - Phase I	2,276.85
11/10/2021	MILLCREEK	Anchor Payment - Phase I	18,741.59
11/10/2021	PARK CITY	Anchor Payment - Phase I	6,859.57
11/10/2021	SALT LAKE CITY	Anchor Payment - Phase I	102,806.76

Billing report (p. 2 of 2)

4/12/2022 GRAND COUNTY	Membership Fee - Phase II Initial Payment	2,109.37
4/12/2022 SUMMIT COUNTY	Membership Fee - Phase II Initial Payment	10,759.97
4/12/2022 TOWN OF ALTA	Membership Fee - Phase II Initial Payment	218.93
4/12/2022 TOWN OF CASTLE VALLEY	Membership Fee - Phase II Initial Payment	106.74
4/12/2022 COTTONWOOD HEIGHTS	Membership Fee - Phase II Initial Payment	10,942.10
4/12/2022 FRANCIS CITY	Membership Fee - Phase II Initial Payment	421.54
4/12/2022 CITY OF HOLLADAY	Membership Fee - Phase II Initial Payment	9,387.72
4/12/2022 KEARNS	Membership Fee - Phase II Initial Payment	9,606.01
4/12/2022 MOAB CITY	Membership Fee - Phase II Initial Payment	2,237.95
4/12/2022 MILLCREEK	Membership Fee - Phase II Initial Payment	18,421.40
4/12/2022 OGDEN CITY	Membership Fee - Phase II Initial Payment	35,737.26
4/12/2022 PARK CITY	Membership Fee - Phase II Initial Payment	6,742.38
4/12/2022 SALT LAKE CITY	Membership Fee - Phase II Initial Payment	101,050.33
4/12/2022 SPRINGDALE CITY	Membership Fee - Phase II Initial Payment	481.26
4/12/2022 SALT LAKE COUNTY	Membership Fee - Phase II Initial Payment	11,570.26
5/4/2022 COALVILLE CITY	Membership Fee - Phase I Initial Payment	562.99
5/4/2022 OAKLEY CITY	Membership Fee - Phase I Initial Payment	520.00
5/4/2022 COALVILLE CITY	Membership Fee - Phase II Initial Payment	562.99
5/4/2022 OAKLEY CITY	Membership Fee - Phase II Initial Payment	520.00
6/15/2022 EMIGRATION CANYON METRO TOWNSHIP	Membership Fee - Phase I Initial Payment	456.22
6/15/2022 EMIGRATION CANYON METRO TOWNSHIP	Membership Fee - Phase II Initial Payment	456.22
9/27/2022 GRAND COUNTY	Anchor Payment - Phase II	1,692.06
9/27/2022 SUMMIT COUNTY	Anchor Payment - Phase II	8,631.28
9/27/2022 TOWN OF CASTLE VALLEY	Anchor Payment - Phase II	85.62
9/27/2022 MOAB CITY	Anchor Payment - Phase II	1,795.21
9/27/2022 MILLCREEK	Anchor Payment - Phase II	14,777.01
9/27/2022 PARK CITY	Anchor Payment - Phase II	5,408.50
9/27/2022 SALT LAKE CITY	Anchor Payment - Phase II	81,059.05

*Grand County Invoice resent on February 7, 2023

Total Billed \$ 700,000.00

Revenue report (p. 1 of 2)

Community Renewable Energy

Revenue Receipt Report

For Date Range: 09/01/2021 - 04/25/2023

CRE - CRE MEMBERSHIP

Post Date	Receipt Name	Account Number	Account Name	Amount
9/24/2021	TOWN OF ALTA	701-3450-0000	Membership Fee - Phase I Initial Payment	218.93
9/24/2021	KEARNS -GREATER SALT LAKE MUNICIPAL SERVICES	701-3450-0000	Membership Fee - Phase I Initial Payment	9,606.01
9/24/2021	TOWN OF CASTLE VALLEY	701-3450-0000	Membership Fee - Phase I Initial Payment	106.74
9/27/2021	CITY OF HOLLADAY	701-3450-0000	Membership Fee - Phase I Initial Payment	9,387.72
9/27/2021	SUMMIT COUNTY	701-3450-0000	Membership Fee - Phase I Initial Payment	10,759.97
9/29/2021	COTTONWOOD HEIGHTS	701-3450-0000	Membership Fee - Phase I Initial Payment	10,942.10
9/30/2021	MILLCREEK	701-3450-0000	Membership Fee - Phase I Initial Payment	18,421.40
10/4/2021	CITY OF MOAB	701-3450-0000	Membership Fee - Phase I Initial Payment	2,237.95
10/4/2021	OGDEN CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	35,737.26
10/4/2021	SALT LAKE CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	101,050.33
10/8/2021	FRANCIS CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	421.54
10/8/2021	TOWN OF SPRINGDALE	701-3450-0000	Membership Fee - Phase I Initial Payment	481.26
10/28/2021	PARK CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	6,742.38
11/10/2021	GRAND COUNTY	701-3450-0000	Membership Fee - Phase I Initial Payment	2,109.37
11/23/2021	PARK CITY	701-3450-0000	Anchor Payment - Phase I	6,859.57
11/23/2021	SUMMIT COUNTY	701-3450-0000	Anchor Payment - Phase I	10,947.00
11/23/2021	SALT LAKE CITY	701-3450-0000	Anchor Payment - Phase I	102,806.76
11/29/2021	MILLCREEK	701-3450-0000	Anchor Payment - Phase I	18,741.59
11/29/2021	TOWN OF CASTLE VALLEY	701-3450-0000	Anchor Payment - Phase I	108.60
11/29/2021	CITY OF MOAB	701-3450-0000	Anchor Payment - Phase I	2,276.85
12/7/2021	SALT LAKE COUNTY	701-3450-0000	Membership Fee - Phase I Initial Payment	11,570.26
2/17/2022	GRAND COUNTY	701-3450-0000	Anchor Payment - Phase I	2,146.04
4/18/2022	COTTONWOOD HEIGHTS	701-3450-0000	Membership Fee - Phase II Initial Payment	10,942.10
4/21/2022	KEARNS -GREATER SALT LAKE MUNICIPAL SERVICES	701-3450-0000	Membership Fee - Phase II Initial Payment	9,606.01
4/21/2022	TOWN OF ALTA	701-3450-0000	Membership Fee - Phase II Initial Payment	218.93
4/25/2022	TOWN OF CASTLE VALLEY	701-3450-0000	Membership Fee - Phase II Initial Payment	106.74
4/25/2022	PARK CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	6,742.38
5/2/2022	SUMMIT COUNTY	701-3450-0000	Membership Fee - Phase II Initial Payment	10,759.97
5/10/2022	GRAND COUNTY	701-3450-0000	Membership Fee - Phase II Initial Payment	2,109.37
5/19/2022	OAKLEY CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	520.00
6/1/2022	COALVILLE CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	562.99
6/1/2022	SPRINGDALE CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	481.26
6/21/2022	SALT LAKE COUNTY	701-3450-0000	Membership Fee - Phase II Initial Payment	11,570.26
6/27/2022	EMIGRATION CANYON METRO TOWNSHIP	701-3450-0000	Membership Fee - Phase I Initial Payment	456.22
6/27/2022	EMIGRATION CANYON METRO TOWNSHIP	701-3450-0000	Membership Fee - Phase II Initial Payment	456.22

Revenue report (p. 2 of 2)

7/7/2022 MILLCREEK	701-3450-0000	Membership Fee - Phase II Initial Payment	18,421.40
7/19/2022 SALT LAKE CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	101,050.33
7/27/2022 OGDEN CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	35,737.26
7/27/2022 CITY OF HOLLADAY	701-3450-0000	Membership Fee - Phase II Initial Payment	9,387.72
7/29/2022 COALVILLE CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	562.99
7/29/2022 FRANCIS CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	421.54
7/29/2022 CITY OF MOAB	701-3450-0000	Membership Fee - Phase II Initial Payment	2,237.95
8/8/2022 OAKLEY CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	520.00
10/6/2022 SUMMIT COUNTY	701-3450-0000	Anchor Payment - Phase II	8,631.28
10/6/2022 SALT LAKE CITY	701-3450-0000	Anchor Payment - Phase II	81,059.05
10/6/2022 CITY OF MOAB	701-3450-0000	Anchor Payment - Phase II	1,795.21
10/17/2022 MILLCREEK	701-3450-0000	Anchor Payment - Phase II	14,777.01
10/27/2022 TOWN OF CASTLE VALLEY	701-3450-0000	Anchor Payment - Phase II	85.62
11/16/2022 PARK CITY	701-3450-0000	Anchor Payment - Phase II	5,408.50
3/3/2023 GRAND COUNTY	701-3450-0000	Anchor Payment - Phase II	1,692.06

Total Received \$ 700,000.00

Accounts payable report:

Community Renewable Energy

Accounts Payable Report

For Date Range: 09/01/2021 - 04/25/2023

Post Date	Vendor	Account Number	Account Name	Amount
12/21/2021	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	2,425.50
1/25/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	5,184.00
3/8/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	6,615.00
3/29/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	15,481.35
4/12/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	23,526.27
6/21/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	20,222.91
6/30/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	6,242.87
8/9/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	9,643.00
10/11/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	26,701.25
10/25/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	15,702.75
11/8/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	2,320.25
12/13/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	9,047.50
1/10/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	11,118.50
2/14/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	11,243.25
3/7/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	18,049.50

Total Paid	\$	183,523.90
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Unspent Revenue	\$	516,476.10
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Agenda Item 2.3 Communications Committee Update

Community Renewable Energy Board Meeting
May 2023

*Committee Membership: Salt Lake City, Cottonwood
Heights, Alta, Holladay, Moab*



April Committee Meeting: Communications Consultant Kick-Off

- Board authorized use of Penna Powers state contract in February 2023 meeting
- Agency and Penna Powers entered into separate agreement in March 2023 – contract is included in May board meeting packet
- Penna Powers joined April 14th committee meeting
- Penna will present results of “communications audit” at May 12th committee meeting

Scope of Work and Cost Estimate

- Not-to-exceed cost estimate: \$93,500
- State contract hourly rate for “public relations”: \$125/hr
- Task order per milestone is flexible
- Work to date:
 - Kickoff meeting, communications audit, coordination mtg re: low income assistance collateral

TASK #	PHASE / TASK	HOURS	ESTIMATE
	Pre-Program application submittal phase		
1	Meetings and strategic planning	80	\$10,000
1.1	Communications audit	60	\$7,500
2.1.1	Edit opt-out letter	2	\$250
2.2	Write/distribute press release	16	\$2,000
2.3	Update program description & FAQ on website	16	\$2,000
	TOTAL		\$21,750
	Program decision phase		
3.1	Revise Utah 100 logo	64	\$8,000
3.2	Refresh the Agency website	120	\$15,000
3.3	Write/distribute press release	16	\$2,000
3.4	Write content for monthly newsletter	96	\$12,000
3.5	Create social media calendar & template content for partners	144	\$18,000
	TOTAL		\$55,000
	Ordinance adoption phase		
4.1	Design assistance poster	22	\$2,750
4.2	Create general brochure with PSC-approved details	28	\$3,500
4.3	Update website with PSC-approved details	12	\$1,500
4.4	Write press release to customize for local media	16	\$2,000
4.5	Create content for social media		-
4.6	Design additional posters, fliers, graphics as needed*	40	\$5,000
	TOTAL		\$14,750
	Program launch phase		
5.1	Write press release announcing program launch	16	\$2,000
5.2	Create content for social media		-
	TOTAL		\$2,000
	TOTAL COST ESTIMATE**	748	\$93,500

Next Steps

- *May 12 committee meeting: consider results of Penna Powers “communications audit”*
- *How to engage Agency Board in reviewing or approving Penna’s work product?*
- *Restart monthly email newsletter, social media activity*
- *Penna Powers to begin working on low income assistance collateral, opt-out letter edits*
- *Begin planning future public info session to coincide with Program Application?*

AGREEMENT FOR SERVICES

THIS AGREEMENT (this “Agreement”) is made effective April 4, 2023, by and between **Penna Powers, Inc.**, a Utah corporation (“Penna”), and **Community Renewable Energy Agency** (“Agency”) pursuant to the Interlocal Cooperation Act and adoption of an Interlocal Cooperative Agreement the Agency was formed.

RECITALS:

A. On 8/3/21 the Agency adopted Resolution 21-08 with respect to financial administration (“Financial Administration Rules”).

B. The Financial Administration Rules provides among other things that “[p]rofessional services may be procured as negotiated based on demonstrated qualifications and at a fair and reasonable price” and that “purchase services or supplies from the vendor who has submitted the lowest bid price for such items to the State of Utah Purchasing Office at the quoted price, without any solicitation, price quotation, request for proposals, or invitation to bid.”

C. Penna is in the business of providing communications consultant services.

D. Such communication consulting services are professional services as contemplated in the Financial Administration Rules and Penna has submitted the lowest bid price for such items to the State of Utah Purchasing Office

E. Agency needs such communication consulting services.

F. Penna represents to the Agency that Penna has significant expertise in providing such communication consulting services.

G. Consequently, the parties have determined that it is mutually Penna to enter into this Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the premises, the mutual covenants, and undertakings of the parties described herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment of Penna and Description of Services.** Agency agrees to engage Penna, and Penna agrees to provide communication consultant services as set forth in the that proposed scope of work attached hereto as exhibit "A" ("Services"). In the event of conflicts and/or inconsistencies within or among the attached scope of work, this Agreement, and applicable statute, rules, regulations, or standards, Penna shall (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with Agency's interpretation

2. **Personnel, Equipment, and Facilities.** Penna shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, communication facilities, vehicles for transportation, and shall obtain all licenses and permits necessary or incident to performing any and all of the Services.

3. **Term.** This Agreement shall be effective on the date first above written and shall terminate on June 30, 2023; provided, however, upon consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be renewed for successive one-year terms.

4. **Termination.** Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the other party.

5. **Payment for Services.** Agency shall pay Penna \$125 per hour for Services in an aggregate amount not to exceed \$93,500 for the Services. Each month Penna shall provide Agency with a detailed invoice based hourly. Provided the invoice is in a form acceptable to Agency, the Services have been performed to the satisfaction of Agency, and the aggregate amount of does not exceed \$93,500 then the Agency shall pay such amount within thirty days after receipt of Penna's invoice.

6 **Services Performed in a Professional Manner: Certification.** All Services shall be provided by Penna in a professional, ethical, reasonable manner in compliance with any and all applicable standards of performance in the industry/professional community.

7. **Laws and Regulations.** Penna shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability, and safety, including, but not limited to, the status verification system requirements for contractors set forth in Utah Code Ann. § 63G-11-103. Penna shall comply with equal opportunity laws and regulations to the extent that they are applicable.

8. **Alcohol and Drug-free Workplace.** All personnel, during such time that they provide Services, shall not be under the influence of alcohol, any drug, or combined influence of

alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel, during such time that they provide Services, shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of Utah Code Ann. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle), or any measurable controlled substance in his body that would constitute a violation of Utah Code Ann. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

9. Independent Contractor Status. Penna shall perform the Services as an independent contractor, and all persons employed by Penna in connection herewith shall be employees of Penna and not employees of Agency in any respect.

a. Official Status. Penna is an independent contractor contracting with the Agency. The Agency is interested only in the results to be achieved and the conduct and control of the work to be provided by Contractor will lie solely with Contractor. Contractor will not to be considered an agent, employee, joint venturer of the Agency during the term of this Agreement for any purpose, and neither Penna nor any employee or agent of Penna are entitled to any of the benefits that the Agency provides for its employees.

b. Employee Benefits. Penna and Penna's employees shall not be entitled or have any right to: (a) make a claim for unemployment, worker's compensation, or disability pursuant to this Agreement or Penna's relationship with the Agency; or (b) receive any vacation, health, retirement or other benefits pursuant to this Agreement or Penna's relationship with the Agency, nor participate in the Agency's insurance programs (such as, by way of example, health, dental, vision, group term life, group disability and similar insurance policies) unless allowed to participate at his/its expense in any of such programs.

c. Penna at Risk. Penna hereby represents and warrants to the Agency that, except as may otherwise be expressly provided herein, all activities and work performed by Contractor under this Agreement shall be at Penna's own risk and liability.

d. No Agency. Penna shall have no authority to act as the agent of the Agency, to negotiate or enter into any contracts or agreements for or on behalf of the Agency, or to otherwise bind the Agency without the Agency's prior written approval. Penna shall not represent itself/himself as an agent or employee of the Agency and may indicate only that Penna provides the Services on behalf of the Agency.

e. Tax Compliance. Penna shall be responsible for all taxes or other assessments with respect to all fees paid to Penna hereunder. The Agency shall have no obligation to: (a) withhold pension, welfare benefit, health or similar taxes or assessments from its payments to Penna; (b) make state or federal unemployment insurance contributions on behalf of Penna; or (c) withhold state or federal income taxes from its payments to Penna.

10. Assignment; Subcontracts. Penna shall not assign or subcontract this Agreement, or any part thereof, without Agency's prior written consent, and any attempted assignment or

subcontract in violation of this section shall be void from its inception. Penna shall be fully responsible for the acts or omissions of any subcontractor of any tier and of all persons employed by them, and neither Agency's consent, nor anything contained herein, shall be deemed to create any contractual relations between Agency and any assignee or subcontractor of any tier.

11. **Nonexclusive Rights.** Nothing in the Agreement is to be construed as granting to Penna any exclusive right to perform any or all Services (or similar services) required by Agency.

12. **Indemnification.** Penna shall protect, indemnify, save, and hold harmless Agency, including its elected and appointed officials, employees, agents, and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Penna's negligent acts, errors, or omissions in the performance of the Services to Agency. Nothing herein shall be construed to require Penna to indemnify Agency against Agency's own negligence.

13. **Insurance.** Without limiting any indemnity or other obligations of Penna hereunder, Penna shall, prior to providing Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming Agency as an additional insured and shall furnish proof thereof satisfactory to Agency promptly when requested:

Worker's Compensation Insurance and Employer's liability	Statutory amount
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14. **Claims and Disputes.** Unresolved claims, disputes, and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Penna shall continue to perform the Services during any such litigation proceedings and Agency shall continue to make undisputed payments to Penna in accordance with the terms of this Agreement.

15. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof; or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, certified, return receipt requested, and addressed to the parties as set forth below:

Penna:	Penna Powers, Inc. 1706 South Major Street Salt Lake City, UT 84115
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Agency: Agency
Community Renewable Energy Agency Attention: Emily Quinton, Secretary
3300 South 1300 East
Millcreek, UT 84106

16. Additional Provisions. The following provisions also are integral to this Agreement:

a. *Titles and Captions.* All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

b. *Pronouns and Plurals.* Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

c. *Applicable Law.* The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

d. *Integration.* This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

e. *Time.* Time is the essence hereof. Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control.

f. *Survival.* All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

g. *Waiver.* No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

h. *Rights and Remedies.* The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

i. Severability. In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

j. Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

k. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

l. Authorizations. Penna hereby represents that it has been duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties caused this Agreement to be signed and attested on the day and year first appearing hereinabove.

Penna Powers, Inc.

By: 
Its: CCO

Agency

Community Renewable Energy Agency


Dan Dugan, Chair

ATTEST:

Emily Quinton

Emily Quinton, Secretary

Low-Income Plan Committee Update

Community Renewable Energy Board Meeting
May 2023



Low-Income Plan Committee Membership

- Castle Valley
- Cottonwood Heights
- Kearns
- Ogden
- Park City
- Salt Lake City
- Summit County

[Resolution 21-12](#)

Low-Income Plans

- All 18 Low-Income Plans are complete. As a refresher, the plans consist of three main sections:
 1. Programmatic Strategies
 2. Outreach Strategies
 3. Elective Strategies
- Focusing on the Outreach Strategies section, there are three main questions we'll go through today:
 1. Who is doing the outreach?
 2. How do we know who to contact?
 3. What will the outreach materials look like?

Who is doing the outreach?

- While the Plans are each community-specific, many of them list the same organizations within the Outreach Strategies section.
 - *Example: 13 communities included AARP on their outreach lists.*
 - *Example: 5 communities included Holy Cross Ministries on their outreach lists.*
- 52% of organizations were listed by at least two communities, meaning there is huge potential to coordinate on outreach to these overlapping organizations.

Who is doing the outreach?

- In lieu of each community having to individually reach out to an overlapping organization, we'll coordinate on joint outreach efforts.
- This prevents an organization from receiving a barrage of emails with the same information, and also assists with limited bandwidth on the community end.
- For overlaps that constitute a **majority** of communities, such as the AARP example, the Low-Income Plan Committee will perform that outreach on behalf of this majority.
- For overlaps that constitute **two or more** communities, such as the Holy Cross Ministries example, the Low-Income Plan Committee will notify these communities so they can coordinate together.
- But how will this coordination take place? How will each community know which organizations the Low-Income Plan Committee is covering? How will each community know which fellow communities they can coordinate with on the more minor overlaps?

Who is doing the outreach?

- Throughout April, the Committee refined an approach to facilitating this coordination:
 - Each of the 18 communities will get a personalized email from the Low-Income Plan Committee.
 - In this email, there will be a list of all the organizations that this community listed in its Outreach Strategies Section.
 - This list will be broken into three sections
 1. Which organizations the Low-Income Plan Committee will take care of outreach to
 - These organizations can be removed from the Communities “to-do” list.
 2. Which organizations the community and at least one other community both listed, including which fellow communities listed it
 - These organizations can be contacted through a single coordinated effort
 3. Which organizations only the community listed
 - The community needs to handle this outreach on its own

How do we know who to contact?

- Once communities know which organizations they're responsible to contact, we wanted to provide them with a resource for determining who to contact at that organization.
- We have completed the Outreach Contact Information Appendix
- A link to this resource will be included in each of the 18 emails.

Samantha to share screen of Outreach Contact Information Appendix to walk everyone through how to use it.

What will the outreach materials look like?

- To facilitate the outreach listed in our Low-Income Plans, we'll need two main outreach resources:
 - 1. Informational Posters**
 - Will include key Program information
 - Will be provided to the different organizations we're reaching out to, so that they can post them in high-visibility portions of their offices.
 - Will be posted in the government buildings identified by each community
 - Will be provided via PDF
 - 2. Informational Email Templates**
 - Will include key Program information, with more detail than posters
 - Will be provided to the different organizations we're reaching out to, so that they can easily share the information with any clientele who requests/needs it.

What will the outreach materials look like?

- To develop these outreach materials, we'll be partnering with the Communications Committee, and the Agency's new communications consultant, Penna Powers.
- Representatives from both committees met with Penna Powers in April to establish a plan for creating these deliverables.
- During the upcoming Low-Income Plan Committee meeting (May 8th) we will refine the list of elements which should be included in these deliverables, as a foundation for Penna Powers to develop and build on.
 - If you have ideas or feedback about elements you'd like to see in these deliverables, please let us know!
- The main challenge with developing these materials is the sequencing of our overall timeline. For instance, we can't finalize any outreach materials until we know if our Program is approved by the PSC, because until that point, the details of our Program are just "pending."
- We will be coordinating with Penna Powers to develop these materials as fully as possible, with placeholders for the pending information.

QUESTIONS?

*Meet with the Low-Income Plan
Committee to discuss!*

Email Samantha to set up a meeting with the Committee.

sdeseelhorst@ch.Utah.gov

Agenda Item 2.3 Program Design Committee Update

Community Renewable Energy Board Meeting
May 2023



Program Design Committee Membership

- Summit County
- Holladay
- Millcreek
- Ogden
- Park City
- Salt Lake City
- Springdale

[Resolution 21-05](#)

[Resolution 21-06](#)

Program Application – Required Items 4/27

	Agency Working Committee	Rocky Mountain Power	Board Vote
Name and boundary map for each eligible community	Drafted and Sent 4/27	Reviewing 4/27	N/A
Proposed ordinance language	Recommended	--	Approved
Customer count by schedule, monthly load by class	Reviewing data	Provided data	
10-year load forecast by class		Assigned 3/21	
Projected program rates for each customer class		Assigned 3/21	
Process for periodic rate adjustment filings		Assigned 3/21	
Proposed tariff changes		Drafting 3/21	
Utility Agreement	Revised and Sent 2/17	Reviewing 2/17	
Governance Agreement	Complete		
Plans for low-income assistance (Programmatic)	Recommended	Reviewed	Approved
Proposed resource solicitation process	Reviewing 4/3	Drafted and Sent 4/3	
Proposed form of opt-out notices	Drafted and Sent 4/4	Reviewing 4/4	
Projected implementation date	Conceptual Discussions		
Other informational materials	Not Started		
Explanation how other customers and utility not subject to costs	Conceptual Discussions		

Key Activities

- Committee met three times in April
- Small group met four times to discuss resource procurement and financial backstop
- Small group met twice to discuss opt-out letter and process
- Small group met once to discuss the Program Application dashboard

Update on the Utility Agreement

- Expect to receive Rocky Mountain Power's next redline any day
- The Committee now hopes the Board may be able to consider final language as soon as its **June 5 meeting**
- Request: Please figure out internally how your community plans to sign the Utility Agreement – by vote of governing body, signature of chief executive officer, or some variation of those two
- A template memo will be distributed to Board members to help you brief your Council / Commission

Request: Prepare to budget for opt-out noticing

- State law requires that communities cover the cost to mail two opt-out notices to customers within their boundaries
- These are the last costs we envision participating communities will need to appropriate; future costs should be paid through Program rates
- Chair Dugan sent a spreadsheet with updated noticing costs plus a 5% margin (next slide)
- Please note: the per-mailer cost increased by ~77% from the 2020 quote
- For cities and towns, budget for FY 2024 (beginning July 1, 2023)
- For counties, budget for FY 2023 if possible, but definitely for FY 2024 (beginning Jan 1, 2024)
- Please note: A community only needs to pay for the noticing costs if it passes the ordinance to finalize participation

Updated budget Guidance for FY 2023/2024 noticing costs

Community	Customer Count	Notice #1 - Cost per Mailer (up 78% from .41096)	Notice #2 - Cost per Mailer (up 76% from .38545)	Total mailing cost	Recommended FY 2024 Budget Amount (+5%)
Alta	263	0.7317	0.6767	\$ 370.41	\$ 388.93
Castle Valley	283	0.7317	0.6767	\$ 398.58	\$ 418.51
Coalville	1,137	0.7317	0.6767	\$ 1,601.35	\$ 1,681.42
Cottonwood Heights	14,602	0.7317	0.6767	\$ 20,565.46	\$ 21,593.73
Emigration Canyon Township	473	0.7317	0.6767	\$ 666.17	\$ 699.48
Francis	713	0.7317	0.6767	\$ 1,004.19	\$ 1,054.40
Grand County Unincorporated	3,298	0.7317	0.6767	\$ 4,644.90	\$ 4,877.15
Holladay	13,207	0.7317	0.6767	\$ 18,600.74	\$ 19,530.78
Kearns	10,702	0.7317	0.6767	\$ 15,072.70	\$ 15,826.33
Millcreek	25,510	0.7317	0.6767	\$ 35,928.28	\$ 37,724.70
Moab	3,653	0.7317	0.6767	\$ 5,144.89	\$ 5,402.13
Oakley	752	0.7317	0.6767	\$ 1,059.12	\$ 1,112.07
Ogden	37,710	0.7317	0.6767	\$ 53,110.76	\$ 55,766.30
Park City	10,907	0.7317	0.6767	\$ 15,361.42	\$ 16,129.49
Salt Lake City	105,373	0.7317	0.6767	\$ 148,407.33	\$ 155,827.70
Salt Lake County Unincorporated	11,994	0.7317	0.6767	\$ 16,892.35	\$ 17,736.97
Springdale	706	0.7317	0.6767	\$ 994.33	\$ 1,044.05
Summit County Unincorporated	11,886	0.7317	0.6767	\$ 16,740.24	\$ 17,577.25
TOTALS	253,169			\$ 356,563.22	\$ 374,391.38

Update on Maps

- Thank you for reviewing the maps Monica prepared
- Heard from 17 communities that their maps are OK to include in the Program Application; waiting on one more
- Once all maps have been approved, they will be sent to Rocky Mountain Power and state regulatory offices for their review

Update on Termination Fees - Preliminary

- Affordable for most
- Waived for customers receiving monthly bill assistance
- Encourages stable participation to help pay for 20-year resources

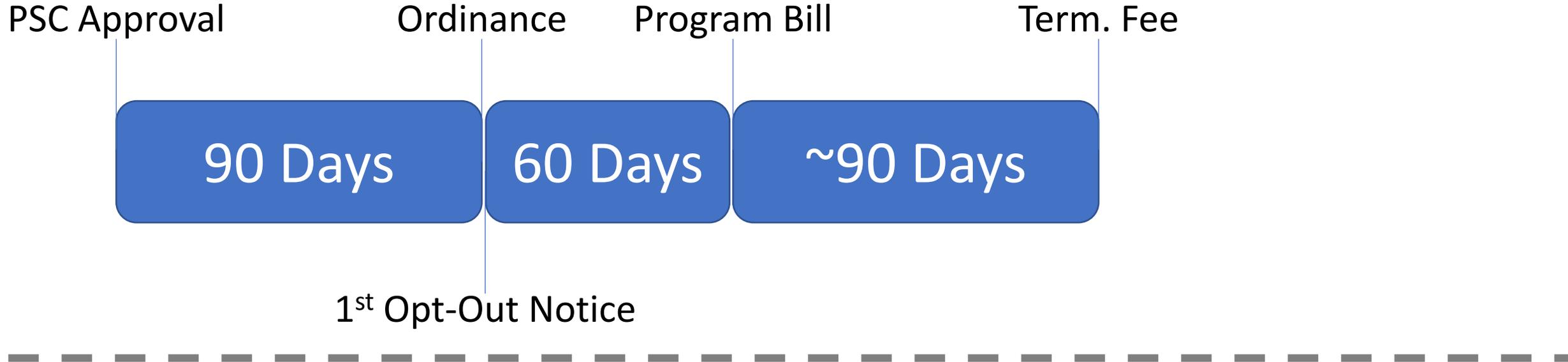
These are all municipal, county, state, or federal agency customers; not individual residents

Customer Type	Schedules	Termination Fee
Residential	1 – Residential 2 – Residential Service Optional Time of Day Rider Experimental 2E – Residential Service Electric Vehicle Time of Use Pilot	\$30
	3 – Low Income Lifeline Program Residential Service	\$0
Nonresidential	23 – General Service Distribution Voltage Small Customer 7 – Security Area Lighting 10 – Irrigation and Soil Drainage Pumping Power Service	\$30
	6 – General Service Distribution Voltage 6A – General Service Energy Time of Day Option	\$100
	8 – Large General Service 1,000 kW and Over Distribution Voltage 9A – General Service High Voltage Energy Time of Day Option 9 – General Service High Voltage	\$2 per kW avg
	11 – Street Lighting Company Owned System 12 – Street Lighting Customer Owned System 15 – Outdoor Nighttime Lighting Service Traffic and Other ... 22 – Indoor Agricultural Lighting Service 1,000 kW and Over	\$500

Waiver

May not be feasible

Program Approval and Opt-Out Timeline



Update on PacifiCorp/RMP 20-year Plan

- Draft filed with Utah Public Service Commission
- Lots of additional renewable energy and storage
- However, the percentage of system renewable energy and hydro applicable to our program appears to be the same – **58% in 2030**
- Utah coal plant closures in 2032 – but this decision will be re-visited at least three times between now and then
- Two nuclear plants in Utah – no disclosed costs, unlicensed technology, non-commercial. 500 MW each, not “small modular”

Why is the Community Renewable Energy Program still important?

- More emissions reductions needed by 2030 to get on track to avoid the worst effects of climate change
- Gives communities an affordable and fully commercialized pathway to meet clean energy goals
- Gives communities a way to control our clean energy future, whereas the PacifiCorp plan is non-binding and could dramatically change

Next Steps

- **Requests for member communities**
 - Utility Agreement could be considered by Board at our June 5 meeting; ready for community signature after that
 - Please plan to budget for noticing costs using the updated estimates in this slide deck and provided by email